

PROCEDURAL INSTRUCTIONS

For Proposal Submissions

GLOSSARY

- **Contractor** - An entity with whom the County has an executed contract.
- **County** - Multnomah County.
- **Formal** - A solicitation or sourcing event that may exceed value over \$150,000 over the course of 5 years.
- **Intermediate** - A solicitation or sourcing event that is expected not to exceed \$150,000 over the course of 5 years.
- **Proposal/Response** - A response to a Request for Proposals/Request for Programmatic Qualifications.
- **Proposer** - A Person who submits a Proposal in response to a Request for Proposals, Request for Programmatic Qualifications, Request for Intermediate Proposals, or Request for Intermediate Programmatic Qualifications.
- **Request for Proposals (RFP)** - A formal (over \$150,000) solicitation process inviting competitive, written, signed and sealed proposals from prospective contractors in which price is not the sole determining factor. RFPs use a high score process to award to the contractor whose proposal offers the best overall value.
- **Request for Programmatic Qualifications (RFPQ)** - The formal (over \$150,000) solicitation process inviting competitive, written, signed and sealed proposals from prospective contractors in which price is not the sole determining factor. RFPQs use a high score process to qualify one or more contractors whose proposal meets an established minimum criteria. Follow on allocation process is required for award.
- **Request for Intermediate Proposals (RIP)** - An intermediate (\$150,000 or less) solicitation process inviting competitive, written, signed and sealed proposals from prospective contractors in which price is not the sole determining factor. RIPs use a high score process to award to the contractor whose proposal offers the best overall value.
- **Request for Intermediate Programmatic Qualifications (RIPQ)** - An intermediate (\$150,000 or less) solicitation process inviting competitive, written, signed and sealed proposals from prospective contractors in which price is not the sole determining factor. RIPQs use a high score process to qualify one or more contractors whose proposal meets an established minimum criteria. Follow on allocation process is required for award.
- **Response** - Suppliers submitted Bid or Proposal.
- **Sourcing Event** - Any process in which Multnomah County solicits bids or proposals from suppliers.
- **Suppliers** - Person or organization that provides a product or service

INSTRUCTIONS

1. PRE-PROPOSAL CONFERENCE

Pre-proposal conference - This meeting is designed to clarify the information that is contained in the Sourcing Event and provide an opportunity for questions and answers. All questions referenced in the pre-proposal will need to be submitted through the sourcing event for those parties interested.

Optional pre-proposal conferences - Attendance at the pre-proposal conference is not mandatory but strongly recommended.

Mandatory pre-proposal conferences - Proof of mandatory attendance at the pre-proposal conference shall be determined by the presence of a signature of the representative on the Central Purchasing sign-in sheet at the meeting. Failure to attend the mandatory pre-proposal conference and sign the Central Purchasing attendance roster shall result in rejection of the pre-proposal.

The Sourcing Event will indicate if a pre-proposal conference is scheduled. If a pre-proposal conference is scheduled, information regarding the location, time and date, and whether the conference is optional or mandatory will be provided in the Sourcing Event.

2. PROTESTS

A. Protest of Specifications: Any Proposer requiring clarification of the provisions of a Sourcing Event must submit specific questions electronically through the Sourcing Event Questions and Answers (Q & A). Any protest must address the requirement, provision or feature of the Sourcing Event or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. The purpose is to allow the County time to correct any term or condition in the Sourcing Event and/or contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the County intends to avoid or minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed in acceptance of the terms of the Sourcing Event and contract, and serve as a waiver of Proposer's rights to later contend that either the Sourcing Event or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is listed in the Sourcing Event. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied through the Sourcing Event Q & A. If there are any changes made to the Sourcing Event, the Sourcing Event will be amended to include the changes. Notification will be sent by e-mail to all interested suppliers. All such amendment shall have the same binding effect as though contained in the main body of the Sourcing Event. Oral instructions or

oral information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County. After the closing date, any claims or misunderstanding in regard to the nature, quality or description of the service(s) or item(s) to be supplied by the Sourcing Event will be considered waived.

After the Sourcing Event has closed, Multnomah County reserves the right to issue Amendments to all Proposers who submitted Proposals, or to those Proposers determined to be in the Competitive Range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the County

The County Purchasing contact shall issue any amendment for **formal sourcing events** no later than five (5) calendar days prior to the closing date.

B. Protests of Intent to Award (This applies to Formal Sourcing Events Only); Also known as “Protest”: The following procedure applies to Proposers who wish to protest a disqualification of Proposal or award of contract:

1. All Protests must be in writing and physically received by the Central Purchasing Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.
 - a. Electronically: brian.r.smith@multco.us;
 - b. Or via mail:

ATTN: Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd Suite 125
Portland OR 97214

Include the following with your Protest:

PROTEST OF AWARD OR DISQUALIFICATION TO EVENT NO. [Insert Event #]

2. Bidders may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the Protest is based. The judgment used in scoring by individual evaluators is not grounds for Protest. **Disagreement with the judgment of evaluators may not be Protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the Protest is based shall be dismissed.

3. REALISTIC PROPOSALS

It is the expectation of the County that Proposers can fully satisfy the obligations of the Proposal in the manner and timeframe defined within the Proposal. Proposals must be realistic and must

represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the Proposal.

4. CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's Proposal or to request additional information prior to evaluation necessary to properly evaluate a particular Proposal. All requests for clarification and responses shall be in writing and issued through the assigned Sourcing Event contact from Central Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether or not a Proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

5. REJECTION OF PROPOSALS

Multnomah County reserves all rights regarding the Sourcing Event, including but not limited to the right to:

1. Cancel the Sourcing Event at any time and not award a contract;
2. Award a contract in part;
3. Reject any and all Proposals in whole or in part; and
4. Waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the County will be served.

6. COST OF PREPARATION OF RESPONSE

Responses to the Sourcing Event do not commit the County to pay any costs incurred by any Proposer in the submission of a Proposal, or Response, in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Sourcing Event. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its Proposal or Response.

7. REFERENCES

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule,

and its lawful payment to employees and workers or any other criteria as determined by Multnomah County.

8. PUBLICITY

Any publicity giving reference to the project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of Multnomah County Central Purchasing and Communications Office.

9. CANCELLATION

Multnomah County reserves the right to cancel the Sourcing Event any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of the Sourcing Event.

10. DISPUTES

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the Sourcing Event, the decision of Multnomah County shall be final and binding upon all parties.

11. COLLUSION

A Proposer, submitting a Proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in the Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

12. CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify in the Sourcing Event whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its Proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subContractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all Contractors shall disclose any actual or potential COI. The County Attorney will determine a Proposer's eligibility for award based on the information provided in the disclosure statement.

13. LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

14. SUSTAINABLE PURCHASING: Multnomah County staff is firmly rooted in the work of protecting the most vulnerable in our community. This mission shapes the way we approach sustainability. Our approach is based on achieving positive environmental, equitable, and economic impacts in our business operations and service delivery. In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals. By integrating the three impact areas of environment, social equity, and economy, the County seeks more positive outcomes through our supply chain. The County wants to partner with suppliers who demonstrate a commitment to addressing disparate impacts in our supply chain. The County recognizes that suppliers can take multiple paths supporting sustainability, ranging from simple to complex. The information below is meant to guide Proposers/Bidders as they describe their sustainable practices within their solicitation responses.

Multnomah County has adopted the **Triple Bottom Line** because it brings in considerations that have positive impacts and assist us in achieving more sustainable outcomes.

The Triple Bottom Line consists of three areas of consideration that will, with proper planning, work together for maximum positive benefits.

1. **Environmental:** The purchasing products or services that “have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.” This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service that mitigates or reduces Greenhouse Gas (GHG) emissions.
 - Healthy Purchasing/Less Toxic processes/ingredients in products
 - Water Conservation
 - Energy Conservation
 - Waste Reduction Strategies
 - Food Justice
2. **Social Equity:** The pursuit to create full and equal access to opportunities for all people that enable them to attain their full potential. Social Equity factors ensure that everyone in the supply chain is treated fairly, disparities are not created, but alleviated, and provide the resources for success.
 - Culturally Responsive and Specific Services

- Contracting with State of Oregon COBID Certified
- Fair Trade
- Living Wage

3. **Economy:** The system through which a society answers the three (3) economic questions: How wealth is created, distributed and retained.

We want our procurement of good and services to have an empowering impact on communities who face the most inequities. Outcomes will demonstrate how individuals are able to contribute and fully participate in our communities.

- Community Engagement
- Support for underserved populations
- Benefits that go beyond fair trade

15. EEO CERTIFICATION REQUIREMENT

EEO CERTIFICATION REQUIREMENT PCRB Rule 60-0040 requires that all Contractors furnishing goods and services to the County in excess of \$75,000 must be certified as an Equal Opportunity Employer.

16. INVOICES

All invoices shall be prepared on Contractor's letterhead or standard invoice form and shall include:

1. Contractor's name and address and a phone number for questions about the invoice;
2. Contractor's invoice number;
3. Invoice date;
4. Multnomah County contract number; and,
5. Any additional information required in Exhibit 1 of the finalized contract.

17. PAYMENT

It is the County's Policy to make recurrent contract payments to Contractors via electronic payment. The Contractor(s) selected under the Sourcing Event will accept electronic payment from the County and comply with County's procedure for electronic payment. The Contractor(s) selected will also have the option to receive payments by credit card via ePayables.

County shall pay the invoice within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized contract.

18. FUNDING REQUIREMENTS

Pre-Award Risk Assessment : Successful Proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the

issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

19. WHOLLY SECULAR CERTIFICATION

When wholly secular certification is stated in the Sourcing Event, Proposers must certify they will perform the services solicited in the Sourcing Event in a wholly secular manner.

20. JOINT PROPOSALS

The County may consider joint Proposals from new and existing suppliers if specified as allowed in the Sourcing Event. Joint Proposals may take the form of partnerships, general Contractor/subContractor arrangements or entities formed by new and existing suppliers. If any such arrangement is proposed, a written memorandum of understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.

21. MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate Proposals shall not be accepted unless specifically specified in the Sourcing Event. In the event alternate Proposals are not accepted and a Proposer submits alternate Proposals, but clearly indicates a primary Proposal, it shall be considered for award as though it were the only Proposal submitted by the Proposer.

22. GOVERNING LAW

This Sourcing Event is issued under the provisions of the Oregon Revised Statutes Chapters 279A, 279B, and Multnomah County public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

23. CONTRACT TERMS

The County may require certain non-negotiable contract terms in accordance with local, state, or federal law.

24. ELECTRONIC SUBMISSIONS

All sourcing events, will be managed electronically. All bids, proposals and other sourcing event activities will reside in MMP. We will no longer accept paper submissions, unless otherwise stated in the sourcing event.